

## INVITATION TO BID

The Town of Newington will accept bids for residential condominium and elderly housing refuse collection service. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available in the office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Current Bids. Sealed bids will be received at the Office of the Town Manager until 2:30 PM on June 6, 2012, when they will be publicly opened. The Town of Newington reserves the right to reject any or all bids.

John L. Salomone  
Town Manager

Bid No. 6, 2011-12

## TOWN OF NEWINGTON

### BID SPECIFICATIONS

#### RESIDENTIAL CONDOMINIUM AND ELDERLY HOUSING REFUSE COLLECTION SERVICE

##### A. INTENT

It is the intent of these specifications to select a contractor to provide residential condominiums and elderly housing complexes with refuse collection service within the Town of Newington for a thirty six (36) month period beginning on July 1, 2012.

##### B. BID PROCEDURES

1. All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be received until 2:30 p.m. on June 6, 2012 in the Town Manager's Office, when they will be opened publicly. Sealed bid envelopes should be clearly labeled "BID NO. 6, 2011-12, CONDOMINIUM AND ELDERLY HOUSING REFUSE COLLECTION SERVICE".

2. The Town reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. Conditional bids may not be considered.

##### C. INQUIRIES AND ADDENDA

Any questions regarding this bid shall be addressed to the Newington Highway Department Sanitation Division, 131 Cedar Street, Newington, CT 06111, telephone (860) 667-5874. All inquiries shall be made prior to 3:30 P.M. on June 1, 2012 to allow for sufficient time for the preparation and posting of an addendum, should one be necessary. All addenda shall be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Current Bids, at least 24 hours prior to the scheduled Bid Opening. All bidders are responsible for checking the Town's web site for the presence and content of any addenda. If an addendum is issued, it shall be acknowledged by the bidder on the Bid Form. Failure to do so on the part of the bidder is sufficient grounds for rejection of their bid.

#### D. BID BOND

Each bidder shall submit with the Contract Proposal a surety company bid bond or certified check made payable to the Town of Newington in the amount of nine thousand dollars (\$9,000), guaranteeing that the bidder will furnish final performance, as required in the attached contract, if the bid is accepted by the Town of Newington. Any surety company bond shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

#### E. SPECIFICATIONS

The Contract and Bid Form attached are an integral part of these specifications and shall be made a part thereof.

#### F. BIDDER QUALIFICATIONS

Only proposals from responsible bidders qualified to perform the work specified and capable of providing the high level of service to which the residents of Newington are accustomed will be considered. To assure qualification and capability, only those persons or firms who have engaged in the management of large scale (a route having 100 or more large container refuse pickups or 5,000 or more residential pickups per week) refuse collection service, serving Connecticut for at least three (3) years shall be eligible. If requested by the Town, the bidder shall provide a signed statement of qualifications which shall list, among other things which the bidders wish to point out, Connecticut clients previously served, their addresses, the dates of such service and the number of regular weekly refuse pickups made in conjunction therewith.

#### G. EVIDENCE OF ABILITY TO PERFORM

The successful bidder must, within five (5) calendar days of notice of award, show satisfactory proof that acceptable vehicles, equipment and uniforms, as required by the specifications, have been purchased or are on order. Such proof must be established to the satisfaction of the Town Manager. Failure to do so shall be considered sufficient grounds for the Town to void the bid award and award the bid to the next lowest responsible bidder.

#### H. ACCEPTANCE PERIOD

The dollar amounts submitted under this bid shall remain in effect for a period of not less than 60 days from the date the bids are opened. The Town of Newington shall have the right to accept any of the bids at the prices submitted during that 60 day period.

## I. BASIS OF AWARD

1. Contract award will be based on the total annual cost for all services combined, as determined by the Town, for the initial three year term of the contract. Contracts will not be awarded separately for individual items on the Bid Form. Contract award shall be based upon the unit price per year for the number of four cubic yard, six cubic yard, and eight cubic yard capacity containers as identified in Section IV of the Contract.
2. There are two condominium complexes to be serviced as of July 1, 2012 that have four cubic yard containers, with a total of 2 containers. Counting Churchill, Foxboro and Hunters Green as two complexes each, there are 23 condominium and elderly housing complexes to be serviced as of July 1, 2012 that have six cubic yard containers, with a total of 103 containers. Counting Hunters Green as two complexes, there are nine condominium complexes to be serviced as of July 1, 2012 that have eight cubic yard containers, with a total of 33 containers. It is expected that additional units will be served after July 1, 2012. The Town can not guarantee a minimum number. The Town intends to use the number of each size of container identified above for each of the three years as the basis for comparing bids.
3. All bid amounts shall be entered on the Bid Form. Amounts entered on Section XIII of the Contract portion will not be considered by the Town as the basis for comparing bids.
4. Bidders shall enter bids for all items on the Bid Form. Submission of an incomplete bid is sufficient grounds for rejection of the bid by the Town.

## J. COSTS

Costs for all items in the Contract and these specifications shall be included on the Bid Form. The Town's existing residential condominium and elderly housing refuse collection contract expires on June 30, 2012, so the bidder must be able to provide residential condominium and elderly housing collection service to the Town beginning on July 1, 2012. Any expenses incurred by the bidder to begin service on July 1, 2012 shall be included in the bid amounts provided on the Bid Form.

RESIDENTIAL CONDOMINIUM AND ELDERLY HOUSING

REFUSE COLLECTION SERVICE

CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the TOWN OF NEWINGTON, a municipal corporation located in the State of Connecticut, acting herein by its Town Manager duly authorized and hereinafter referred to as the "Town", and \_\_\_\_\_ of the State of Connecticut, acting herein by its \_\_\_\_\_ duly authorized and hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, THE TOWN desires to secure refuse collection services for residential condominiums and elderly housing complexes for its residents: and

WHEREAS, the CONTRACTOR desires to furnish such refuse collection services, upon terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto covenant and agree as follows:

I. DEFINITIONS

- (a) CONTAINER shall mean a front-end truck loading single metal container for the storage of mixed residential refuse. Such container shall be of four (4), six (6) , or eight (8) cubic yard capacity. Top covers and side access doors shall be made of heavy duty plastic. Each container shall be kept clean and well painted on the outside and shall be labeled "trash only" in order to distinguish it from recycling dumpsters.
- (b) CONTRACTOR shall include the agents and employees of the CONTRACTOR.
- (c) DWELLING OCCUPANT shall mean the occupant of each separate dwelling unit whether or not in the same building with other dwelling units.
- (d) DWELLING UNIT shall mean a group of rooms located within a structure forming a single habitable unit used or intended to be used for living, sleeping, cooking and eating.
- (e) ELDERLY HOUSING COMPLEX shall mean those complexes currently under the Newington Housing Authority. Specifically, these are Keleher Village, Cedar Village, and New Meadow I and II.

- (f) MIXED RESIDENTIAL REFUSE shall mean the following solid waste materials emanating from residential premises: Garbage, ashes, rubbish, small dead animals, non-recyclable plastic/glass containers, bags, light bulbs, dust, sweepings, non-recyclable wastepaper, rags, dry latex paint, clothing and other textiles; broken kitchenware, odd pieces of lumber and other building materials in minimal quantities, and similar waste materials ordinarily accumulated in and around the house, excluding body waste, household hazardous waste, leaves, grass clippings and other recyclables.
- (g) PERSON shall mean any institution, whether public or private; corporation, individual, partnership or other entity.
- (h) PREMISES shall mean land, building or other structures, trailers, vehicles or parts thereof upon or in which refuse is stored.
- (i) RECYCLABLES shall have the same meaning as Article III, Sec. 332-2, of the Newington Code of Ordinances.
- (j) REFUSE shall mean mixed residential waste.
- (k) RESIDENTIAL CONDOMINIUM COMPLEX shall mean any group of individually owned dwelling units having ownership in common of shared facilities, organized under Chapter 825 and/or Chapter 828 of the Connecticut General Statutes, Revision of 1968, Revised to 1977, as revised, and in which no more than ten per cent (10%) of such dwelling units are owned by the same person.
- (l) SMALL DEAD ANIMALS shall mean deceased animals not exceeding sixty (60) pounds each in weight which have died in the normal course of community activity, excluding condemned animals, animals from a slaughterhouse, or animal carcasses normally considered as industrial refuse.
- (m) TOWN MANAGER shall mean the duly appointed Town Manager or designated Acting Town Manager of the Town of Newington or his/her designated agent.

## II. MATERIAL ACCEPTABLE FOR COLLECTION

The following solid waste material shall be considered to be acceptable for collection:

- (a) Mixed residential refuse placed inside the container.

### III. MATERIAL NOT ACCEPTABLE FOR COLLECTION

The following refuse shall be considered not acceptable for collection:

- (a) Materials which have not been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the Town of Newington.
- (b) Materials from the repair of, excavation for, construction or destruction of buildings or structures, such as earth, plaster, mortar, bricks, building blocks, roofing material, septic tanks, trees or tree stumps.
- (c) Household Hazardous Waste or dangerous or environmentally unsafe materials or substances, such as cleaning fluids, crankcase oil, solvent or oil base paints, liquid plastics, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter fluids, infected materials, and refuse of similar nature.
- (d) Body wastes, grass clippings and leaves and other recyclables.

### IV. PLACES TO BE SERVED BY THE CONTRACTOR

The Contractor shall collect all refuse acceptable for collection hereunder from residential condominium complexes which are authorized by the Town Manager to receive collection service. In addition, the Contractor shall also provide service to the Cedar Village elderly housing complex (40 units) on Cedar Street, the New Meadow elderly housing complex (26 units) New Meadow phase two (32) on Mill Street Extension, the Keleher Village elderly housing complex (40 units) on West Hill Road, and any such additional elderly housing complexes as the Town Manager may so authorize in writing. At the date of this Contract, the following were authorized by the Town Manager to receive collection service:

<b>Unit Count</b>	<b>Complex Name</b>	<b>Street Name</b>	<b>Collection Day</b>	<b># of Containers</b>	<b>Container Capacity</b>
30	Brinley Commons	Brinley Way	Wednesday	2	(2) 6 yd
226	Churchill I Churchill II	Churchill Dr Churchill Way	Monday Monday	10	(9) 6 yd (1) 4 yd
36	Colonial Mr.	Willard Ave	Thursday	2	(2) 6 yd
168	Countryside	Webster Ct.	Thursday	7	(4) 6 yd (3) 8 yd
73	Crown Ridge	Crown Ridge Rd.	Monday	8	(8) 6 yd
66	Deerfield	Willard Ave	Thursday	5	(1) 6 yd (4) 8 yd
70 92	Foxboro Foxboro Chase	Hunters La Foxboro Dr. Fox Run Ct.	Monday	10	(10) 6 yd
462	Glenn Oaks	Cottonwood Cypress Rd	Monday	37	(21) 6 cy (16) 8 cy
36	Horizon Hill	Horizon Hill	Thursday	2	(2) 8 yd
114	Hunters Green I Hunters Green II	Steeplechase Mallard Quail Court	Thursday	8	(6) 6 yd (2) 8 yd
75	Maple Glenn	Sunrise Cir.	Thursday	5	(5) 6 yd
74	Millbrook Village	Millbrook Court	Wednesday	2	(2) 6 yd
43	Piper Brook	Rosemary Lane	Wednesday	2	(1) 6 yd (1) 8 yd
39	River Camp	River Camp Drive	Wednesday	2	(2) 6 yd
40	Robin Brook	Robin Brook Drive	Thursday	2	(2) 6 yd
99	Royal Villa	Hampton Ct.	Wednesday	5	(5) 6 yd
77	Seven Cities	Coronado Drive	Monday	4	(1) 4 yd (2) 6 yd (1) 8 yd
51	Westchester	Surrey Drive	Wednesday	2	(2) 6 yd
142	Williamstown	Williamstown Moyland Ct.	Wednesday	13	(13) 6 yd
135	Woodsedge	Woodsedge Drive	Monday	5	(1) 6 yd (4) 8 yd



<b>Unit Count</b>	<b>Complex Name</b>	<b>Street Name</b>	<b>Collection Day</b>	<b># of Dumpsters</b>	<b>Container Capacity</b>
40	Cedar Village (Elderly)	Cedar Street	Thursday	2	(2) 6 yd
40	Keleher Village (Elderly)	West Hill Rd	Wednesday	1	(1) 6 yd
58	New Meadow	Mill St Ext.	Thursday	2	(2) 6 yd

**V. TIME AND FREQUENCY OF COLLECTION**

- (a) All refuse acceptable for collection under Section II herein shall be collected by the Contractor once each week from each residential condominium and elderly housing complex as noted in Section IV of this contract.
- (b) Collection shall be made according to a schedule submitted to the Contractor by the Town Manager.
- (c) Collection activities shall not start before 8:00 a.m. nor continue after 4:00 p.m. The Town Manager reserves the right to change these hours at his/her discretion.
- (d) Collections shall not be made on Christmas Day and New Year's Day and on other days when the designated disposal site is closed, provided when a holiday or closing falls on a scheduled collection day, collections may be rescheduled up to one day late for the balance of the affected week with the approval of the Town Manager. The Town shall not be responsible for defraying any additional costs associated with such rescheduling.

**VI. PLACE OF COLLECTION: CONTAINERS**

Collection points within each residential condominium complex and elderly housing complex shall be those designated by the Town Manager. The contractor shall not enter any building or structure to collect refuse under this contract. Containers shall be furnished by each condominium served, provided they shall conform to specifications and maintenance standards set by the Town Manager. Contractor shall, at no additional cost, provide two (2) six cubic yard front-end loading containers at Cedar Village elderly housing complex, two (2) six cubic yard front-end loading containers at the New Meadow elderly housing complexes, and one (1) six cubic yard front-end loading container at Keleher Village elderly housing complex. Except for these three elderly housing complexes, the Association for each condominium serviced under this contract is responsible for renting or purchasing their own containers; the Town only provides/pays for the weekly rubbish pickup service for those containers.

## VII. REFUSE DISPOSAL

- (a) The Contractor shall, without additional cost, use facilities to be provided or made available by or through the Town of Newington for the disposal of refuse collected under this contract. The Town Manager shall designate the site for disposal which site shall be within a thirty-five (35) mile radius of Newington. A change of facilities which places the location of disposal beyond said radius during the contract period shall cause the charges specified under this contract to be subject to negotiation to determine the increase, if any, in such charges warranted by the change in the distance for hauling. These charges will be paid directly to the Contractor by the receiving facility as outlined in Newington's disposal contract. Refuse collected as described in section IV and disposed of at the designated disposal site shall not be co-mingled with any other refuse from any other Town, business or any location not described in Section IV.
- (b) From July 1, 2012 through November 15, 2012 the disposal facility shall be CRRA MID CONN FACILITY located at 300 Maxim Road, Hartford, Connecticut. From November 16, 2012 through June 30, 2015 the disposal facility shall be Covanta Projects of Wallingford located at 530 South Cherry Street, Wallingford, Connecticut. The Town, at its discretion and at any time, may change the disposal facility location without penalty, provided the disposal facility shall remain within the 35 mile radius.

## VIII. EQUIPMENT

- (a) All front-end loading vehicles used for the collection or disposal of refuse shall be steel covered, fully enclosed, designed and intended for the loading, compressing and transportation of refuse, and (when so loaded and driven) operated so that the load will be covered at all times, except when additions to the load are being made, so that none of the contents shall fall or spill therefrom.
- (b) The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of refuse. Each such vehicle and piece of equipment shall be subject to inspection and approval by the Town Manager before being placed into service, and shall be at all times subject to inspection. The Contractor shall keep the interiors of said vehicles and equipment reasonably clean and odorless, considering the nature of the work, and shall comply within twenty-four (24) hours with any order of the Town Manager to rectify an unclean or odorous condition. All vehicle seals and sump lugs shall be in-place and in good condition to prevent the leakage/spillage of any liquids or other material within the condominium/elderly housing complex.

- (c) Every truck or vehicle used for the collection and disposal of refuse shall be kept clean and well painted on the outside and shall have a uniform color scheme.

#### IX. CONTRACT DURATION

This contract shall be for thirty-six (36) months, beginning July 1, 2012 and ending June 30, 2015, provided the contract is not earlier terminated for cause by the Town of Newington. However, upon written mutual agreement and negotiation of fees and terms between the Town of Newington and the Contractor, this contract may be extended up to three times. Each such extension shall be for a (3) three year period. In no event shall the contract be extended beyond June 30, 2024. If the Contractor is desirous of extending the then existent contract, the Contractor must notify the Town Manager, in writing, to that effect not less than ninety (90) days before the expiration date of this contract or any extension previously agreed to in writing by both parties and shall comply with the provisions of Section XI "BOND AND INSURANCE" of this contract.

#### X. BOND AND INSURANCE

- (a) Contractor hereby warrants and represents that it shall, on or before the effective date of this contract and prior to the start of each subsequent fiscal year (July 1<sup>st</sup>), file with the Town Manager a Performance Bond covering faithful performance of the contract and payment of obligations arising thereunder. Such bonds shall be in the full amount of the annual cost for service during the ensuing fiscal year, as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best's rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this contract that are outstanding. A Letter of Credit may be substituted for a bond. The Letter of Credit must be with a bank located in Connecticut and acceptable to the Town of Newington. The Letter of Credit shall be signed by an officer of the bank, made out in the Town's favor and with funds available by the Town's draft upon presentation of the original Letter of Credit. The Letter of Credit and any extensions shall be addressed to the Town Manager's Office, Town of Newington, 131 Cedar Street, Newington, CT 06111 and shall have a minimum of 60 calendar days prior written notice of expiration or cancellation.
- (b) Contractor hereby warrants and represents that it will file with the Town Manager prior to the commencement of service hereunder, and prior to the start of each subsequent fiscal year (July 1<sup>st</sup>), a workers' compensation insurance policy, meeting the requirements of the State of Connecticut Workers' Compensation Law, written in a form satisfactory to the Town

Manager, and including the interests of the Town of Newington and that said workers' compensation insurance policy shall be renewed or kept in effect by the Contractor throughout the term of this contract.

- (c) Contractor hereby warrants and represents that it shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided, and ten (10) days notice for non-payment of premium.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations.

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined. Such policy shall name the town as additional insured.

2. Comprehensive Automobile Liability covering liability arising out of all owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Owners Protective Liability, in the name of the Town of Newington and all elected or appointed boards and commissions, officials, directors, officer, employees and volunteer member of the police or fire departments with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Combined Single Limit for bodily injury or property damage or both combined.

4. Commercial umbrella coverage including as insured's all entities that are additional insured on the Commercial General Liability coverage.

\$1,000,000 Each Occurrence

- (d) All certificates of insurance must be on file in the Town Manager's office. Contractor further warrants and represents that said policies shall be renewed or kept in effect by the Contractor through the term of the contract.
- (e) Contractor's insurance shall be primary over any other valid and collectible insurance, and the Contractor's insurer shall not seek contribution from other insurance available to the additional insured. Any deductibles are the sole responsibility of the Contractor, including claim handling and legal expenses. All exclusions or restrictions of coverage not found in standard policies shall be clearly identified to the Town.

#### XI. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington, resulting from or arising out of:

- (a) Any breach by Contractor or the terms of the bid specifications, or
- (b) Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents, and/or servants of the Town of Newington or the contractor or subcontractors or material men, or
- (c) Any injuries sustained by or alleged to have been sustained by any member of the public or otherwise any or all person, or
- (d) Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents or servants)

caused in whole or in part by the acts and omissions of the Contractor or any subcontractors or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

#### XII. CONTRACT PAYMENTS

- (a) Billings to the Town of Newington for refuse collection service shall be made monthly by the Contractor. The initial billing shall be based upon the total annual number of containers emptied (currently 138), multiplied by the price per container at the rates specified in Section XIII (d) herein, pro-rated on a monthly basis. Thereafter, the billings shall be based upon the initial annual number of containers emptied plus any additional containers added by order of the Town Manager, less any containers

removed by order of the Town Manager, pro-rated on a monthly basis. The annual unit price per each additional container shall be pro-rated on a monthly basis from the date service is extended to such container. The Contractor shall not give service to any additional condominium complex or container, or elderly housing complex or container, except upon receipt of a written notification from the Town Manager to begin service. The Contractor shall cease to give service to any condominium complex or container, or elderly housing complex or container, upon receipt of a written notification from the Town Manager to terminate service.

- (b) Payment shall be made by the Town of Newington to the Contractor within thirty (30) days after receipt of invoice by the Town of Newington Finance Department. Invoices shall include detailed line item charges including: four (4) cubic yard container charges [based on the number of such containers in accordance with Section XIII (a) herein, the annual collection cost in accordance with Section XIII (d) herein, and pro-rated on a monthly basis], six (6) cubic yard container charges [based on the number of such containers in accordance with Section XIII (a) herein, the annual collection cost in accordance with Section XIII (d) herein, and pro-rated on a monthly basis], eight (8) cubic yard container charges [based on the number of such containers in accordance with Section XIII (a) herein, the annual collection cost in accordance with Section XIII (d) herein, and pro-rated on a monthly basis], and the disposal services charges [in accordance with Section XIII (e) herein].
- (c) The Town of Newington shall pay to the Contractor in monthly installments an amount for collection based upon the yearly contract unit prices [in accordance with Section XIII (d) herein], pro-rated monthly in accordance with the provisions of Section XIII (a) herein. The Town of Newington shall pay to the Contractor in monthly installments an amount for disposal in accordance with Section XIII (e) herein.
- (d) The Contractor agrees to accept as full and complete payment for collection services under this contract, pro-rated monthly installments as follows:

Unit Price Per Year

7/1/12 to	6/30/2015	\$ XX.XX	annual collection cost (4) cu/yd container (each)
7/1/12 to	6/30/2015	\$ XX.XX	annual collection cost (6) cu/yd container (each)
7/1/12 to	6/30/2015	\$ XX.XX	annual collection cost (8) cu/yd container (each)

- (e) The Contractor agrees to accept as full and complete payment for disposal services under this contract, a “dump credit” of sixty (60) pounds per cubic yard of container capacity used to service the residential condominium and elderly housing complexes covered under this contract.
1. EXAMPLE: Total weekly container capacity outlined in section IV “Places to be Served by the Contractor” equals 890 cubic yards. (890 cu/yd) multiplied by 60 pounds = 53,400 lbs divided by 2,000 equals 26.70 tons per week. 26.70 tons multiplied by fifty two (52) weeks equals 1,388.40 annual tons. 1,388.40 annual tons divided by twelve (12) months equals 115.70 monthly tons. The monthly tons (115.70) shall be multiplied by the current disposal facility tip fee (the tip fee that is in effect on the date the refuse is collected) to calculate the monthly disposal fee.
- (f) The Town, at its discretion, may audit the collection route a maximum of four times per year. This audit will confirm the number of containers and the total capacity (tonnage) for the facilities serviced under this contract. The Contractor shall, following not less than one week’s advance notice from the Town, provide a truck to assist in this audit that will exclusively collecting refuse from Newington condominium complexes and elderly housing complexes. A representative from the Town will accompany the Contractor’s driver through a complete collection cycle.

### XIII. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, and the Town of Newington.

### XIV. GENERAL PROVISIONS

- (a) The Contractor shall, for each and every failure to collect refuse from a designated collection point within residential condominium or elderly housing complexes, according to schedule, forfeit to the Town of Newington fifty dollars (\$50.00). Such forfeiture shall only be effective for each failure to collect which has been investigated by a representative of the Town of Newington and wherein refuse is found to have been left uncollected as a result of the Contractor’s violation of the specifications of the contract. Each additional twenty-four (24) hour period during which refuse remains uncollected at a designated collection point, after the receipt of a written or oral notification of such failure to collect from the

Town of Newington, shall cause the Contractor to forfeit an additional one hundred dollars (\$100.00) per container that remains uncollected. The amounts so forfeited shall be deducted from a subsequent monthly payment due the Contractor.

- (b) The Contractor shall be responsible for any damage to private property caused by the negligence of its agents or vehicles. In cases where the Contractor's liability for damage to private property is in doubt, the Contractor agrees that the decision of the Town Manager shall be held to be the final decision. If the Contractor does not replace or repair any damage to private property caused by its agents or vehicles within ten (10) days of his receipt of a written notification of his liability from the Town, the Town Manager, at his/her sole discretion, shall cause the damaged property to be repaired or replaced and shall deduct the cost of any such repair or replacement from a subsequent monthly payment due the Contractor.
- (c) The Contractor shall be responsible for all damage to refuse containers resulting from its carelessness. In cases where the Contractor's liability is in doubt, the Contractor agrees that the decision of the Town Manager shall be held to be the final decision. The Contractor, after receipt of a written notification from the Town of its liability for a damaged refuse container, shall promptly replace such container or reimburse the owner therefore. If the Contractor does not replace such container or reimburse said owner within ten (10) days of notification of the Contractor's liability for its damage, the Town Manager at his/her sole discretion shall have a container purchased and shall deduct the cost of such container from a subsequent monthly payment due the Contractor.
- (d) The Contractor shall immediately clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly.
- (e) The Contractor shall collect, transport and dispose of all refuse in accordance with this contract in a thorough and efficient manner least offensive to the public.
- (f) The Contractor will extend or discontinue the collection and disposal of refuse service to individual residential condominium or elderly housing complexes or containers as the Town Manager may direct in writing.
- (g) The Contractor agrees to furnish all personnel necessary for the adequate and prompt collection and disposal of refuse hereunder; furthermore, the Contractor shall furnish all vehicles and equipment necessary for the adequate and prompt collection and disposal of refuse hereunder.



- (h) Complaints shall be channeled through a designated representative of the Town Manager. The Contractor will handle all such communications and complaints promptly. The Contractor agrees to service all complaints within twenty-four (24) hours of the receipt of the complaint by the Contractor.
- (i) The Town of Newington may permit other persons, firms, corporations or entities to collect and dispose of refuse, not now acceptable and/or presently scheduled for collection, and such permission shall not affect this contract.
- (j) The Contractor shall comply with all Federal and State laws, rules and regulations, including those pertaining to Social Security, unemployment and workers' compensation.
- (k) The Ordinances and Regulations of the Town of Newington relative to refuse and recyclables collection and disposal are herein incorporated by reference as if fully set forth.
- (l) The Contractor shall maintain all vehicles in strict compliance with federal and state motor vehicle laws and regulations. Failure to do so shall be grounds for termination of this contract.

#### XV. TERMINATION

If the Contractor fails to perform this contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the contract in default and therefore terminated, and to award refuse collection service to another Contractor. In this event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new contract price over the contract price herein provided for, both pro-rated to the period of time covered by the unexpired term of the contract at the time of default, and any additional expenses, including reasonable attorney's fees, incurred by the Town as a result of said default by the Contractor.

#### XVI. DISPUTE RESOLUTION

In the event of a claim that is not resolved between the two parties, the method of resolution shall be litigation in a court of competent jurisdiction, filed in the Superior Court for the Judicial District of New Britain, Connecticut. In the event of any inconsistencies between applicable general laws and the contract documents, the applicable general laws shall prevail. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this contract shall be valid and enforceable according to its terms. The validity, interpretation and enforcement of this contract shall be governed by the laws of the State of Connecticut.

XVII. CONTRACT DOCUMENTS

The Invitation to Bid, the Bid Specifications, and any Bid Addenda as set forth in Exhibit A and attached hereto are an integral part of this contract and shall be made a part thereof. The Contractor's Bid Form and submittals, submitted for Town Bid No. 6, 2011-12, as set forth in Exhibit B and attached hereto are an integral part of this contract and shall be made a part thereof.

XVIII. NONASSIGNABILITY

The rights and obligations of the Contractor under this Contract shall not be assignable except with the written approval of the Town Manager. Any attempts by the Contractor, voluntarily or involuntarily, to assign any rights or obligations under this Contract shall constitute a breach of contract and may be declared in default at the option of the Town Manager. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

XIX. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

That if the Contractor shall be declared insolvent or adjudicated bankrupt, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if it shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution, then and forthwith thereafter the Town of Newington shall have the right as its option and without prejudice to its rights hereunder to terminate this contract.

XX. NOTICE

Any order or notices required to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, postage prepaid or via electronic mail. If sent by certified mail, notice shall be deemed to have been given when deposited in the U.S. mails.

From the Town to the Contractor:

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From the Contractor to the Town:

Town Manager, Town of Newington, 131 Cedar Street, Newington, CT 06111

This Agreement constitutes the entire Agreement between the Town and the Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

WITNESSES:

TOWN OF NEWINGTON  
By Its Town Manager

\_\_\_\_\_

\_\_\_\_\_  
John Salomone

\_\_\_\_\_

\_\_\_\_\_  
By Its President

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

TOWN OF NEWINGTON

RESIDENTIAL CONDOMINIUM AND ELDERLY HOUSING REFUSE  
COLLECTION SERVICE

BID FORM

Town Manager  
131 Cedar Street  
Newington, CT 06111

The undersigned hereby declares that no persons other than those named herein are interested in this proposal or in the contract proposed to be taken, that it is made without any connection with any other person making any proposal for the same service, that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the Town of Newington is directly or indirectly interested in this proposal, or in any portion of the profits which may be derived therefrom. This proposal is made with the understanding that it will be accepted or rejected within sixty (60) days from the date set for receiving bids. The undersigned recognizes the existence and contents of all bid addenda identified below. The undersigned further declares that he/she has carefully examined the annexed Invitation to Bid, Bid Specifications, and Contract and that he/she will comply with the terms thereof and furnish the service therein required at the following price(s):

Addendum No.          Dated

\_\_\_\_\_

\_\_\_\_\_

BASE BID

*Item A. Four (4) Cubic Yard Sized Containers, Unit Price per Year*

July 1, 2012 to June 30, 2015    \$\_\_\_\_\_ Annual Collection Cost/Container

*Item B. Six(6) Cubic Yard Sized Containers, Unit Price per Year*

July 1, 2012 to June 30, 2015    \$\_\_\_\_\_ Annual Collection Cost/Container

*Item C. Eight (8) Cubic Yard Sized Containers, Unit Price per Year*

July 1, 2012 to June 30, 2015    \$\_\_\_\_\_ Annual Collection Cost/Container

COMPANY BIDDING:

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

SUBMITTED BY:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_